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December 2, 2016

VIA CMRRR # 7012-0470-0000-8621-9661

Harrison K-9 Services, LLC
c/o Ms. November Holley
P.O. Box 1620
Aiken, SC, 29802

Re: Jim and Tracey Roberts' contract to purchase goods, *i.e.*, Eyra, the German Shepherd

Dear Ms. Holley:

This Firm represents Jim and Tracey Roberts ("the Roberts") of Albuquerque, New Mexico. On July 14, 2016, Harrison K-9 Services, LLC ("Harrison K-9") executed a Contract for the sale of goods with the Roberts in Albuquerque, New Mexico, for the purchase of a German Shepherd personal protection security dog, Eyra ("the goods"). They thereafter discovered that Eyra had an undisclosed medical condition and that she was not trained as Harrison K-9 represented. This letter serves to revoke acceptance of the goods.

As you are well-aware, the Roberts purchased the goods from you as a result of fearing their personal safety. In the summer of 2016 a gang of criminals plagued their neighborhood and many of their neighbors' homes were burglarized and cars stolen. The gang began to target Ms. Roberts because she was home during the day and the gang saw her taking photos of them and the license plates of their cars, many of which turned out to be stolen. One gang member made a threatening hand gesture as though his hand was a gun shooting at her when she was getting her mail. The Roberts remembered seeing advertisements for Harrison K-9 in the past and thought that one of their security K-9s might be the best solution to keep the Roberts family and their property safe. The Roberts related all of this information and more to Harrison K-9 prior to July 14, 2016, and Harrison K-9 represented to the Roberts that the dog it sold them was expertly trained to provide personal protection and security dog services. Harrison K-9 knew that Ms. Roberts feared for her life and that the Roberts were in fact experiencing an on-going threat posed by this gang that plagued their neighborhood. Harrison K-9 knew the Roberts would likely face an imminent need to utilize the dog's protection and attack skills and that the Roberts expected to use the dog for this purpose.



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Eyra has several issues that make her nonconforming with the Contract. Most importantly, Eyra is not trained as represented. On August 16, 2016, Ms. Roberts encountered one of the individuals she knew to be a member of the gang in front of her house. She gave Eyra the command to bark and guard in order to scare the criminal away. Eyra would not follow the command, even after several attempts. Ms. Roberts fled to her back yard with a very scared Eyra. Later in August, Eyra again failed to follow the same command with another one of the gang members walking near Ms. Roberts. In addition, Eyra has a medical condition that was not disclosed to the Roberts. This condition also substantially impairs Eyra's abilities to act in a security dog capacity, assuming she could be trained properly, as most of the time she lacks the energy to walk even one-half of a mile. Eyra's nonconformities substantially impair the value of the goods to the Roberts. The Roberts paid several tens of thousands of dollars so that they could be safe and have peace of mind in relation to the criminals who infiltrated their neighborhood for whom the police would do nothing about. Eyra simply cannot perform in the capacity for which she was advertised, promised, and contracted.

The Roberts notified Harrison K-9 on multiple occasions that Eyra was not performing as promised. When Ms. Roberts first texted the Harrison K-9 trainer about Eyra's shocking response to an actual dangerous scenario, he told her that she must not have been experiencing a "real threat." Harrison K-9 misrepresented to the Roberts that Eyra had no defect. Therefore, Harrison K-9 induced the Roberts to believe that Eyra was conforming as promised or that her non-conformity would be cured. Ms. Roberts left a message for you in October and never received a return call. Ms. Roberts also called a Harrison K-9 trainer and notified him again of Eyra's refusals to follow commands. He said he would speak with you and call her back. Neither he nor you returned her call. It has thus since become apparent that Eyra's non-conformities will not and cannot be cured.

Harrison K-9 has ceased responding to Ms. Roberts' inquiries and it has thus become apparent that Harrison K-9 does not intend to fulfill the Contract and cure the non-conformities. The Roberts therefore revoke acceptance of the non-conforming goods, *i.e.*, Eyra. As the Contract is now void, the Roberts are seeking return of all monies paid to Harrison K-9 as well as consequential damages.

As the Roberts have revoked acceptance of the goods, please advise us how Eyra can best be returned to Harrison K-9, COD, including the name, shipping address, carrier, means of transportation, and any other necessary billing information for transport. It is our understanding that Eyra must be shipped out of El Paso. Please respond upon receipt with the above and delivery instructions.

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Very truly yours,

ATKINSON, BAKER & RODRIGUEZ, P.C.

for Julia Groves
Clifford K. Atkinson

CKA/kn